

LAW OFFICES

PEDERSEN & HOUP

A PROFESSIONAL CORPORATION

180 NORTH LA SALLE STREET - SUITE 3400

CHICAGO, ILLINOIS 60601

(312) 641-6888

RECORDATION NO. 13918 Filed 1425

JAN 18 1983-3 15 PM

INTERSTATE COMMERCE COMMISSION

January 10, 1983

PEER PEDERSEN
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GEORGE L. PLUMB
JAMES K. STUCKO
PETER O'CONNELL KELLY
THOMAS J. KELLY
SHELDON DAVIDSON
GREGORY J. PERRY
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HERBERT J. LINN
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J. DAVID SANNER

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RICHARD DEMAREST YANT

OF COUNSEL
GERALD H. PUGH

Interstate Commerce Commission
Room 2303
12th Street and Constitution
Avenue N.W.
Washington, D. C. 20043

Attention: Ms. Mildred Lee

RE: Sale of Railroad Equipment with Retention of
Security Interest

Ladies and Gentlemen:

Pursuant to 49 U.S.C. Sec. 1403 and the rules and regulations thereunder, we enclose for recordation with the Interstate Commerce Commission two fully executed counterparts of a Sale Agreement with Retention of Security Interest, dated as of December 30, 1982, between North American Car Corporation, as Vendor, and E. C. T. Inc., as Vendee.

The names and addresses of the parties to the aforementioned Agreement are as follows:

1. Vendor
North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603
2. Vendee
E. C. T. Inc.
Post Office Box 15160
Plantation, Florida

RECEIVED
JAN 19 3 02 PM '73
FEE OPERATION BR.

Please file and record the above described Agreement and index it under the names of the Vendor and Vendee.

The equipment subject to the Agreement is described in Annex B thereto and consists of eleven box cars (Road Numbers WIWR 10051 through 10061) and twenty-five covered hopper cars (Road Numbers WIWR 5001 through 60025).

Also enclosed is a check for \$50.00 payable to the Interstate Commerce Commission, in payment of the recording fee.

PEDERSEN & HOUP

Interstate Commerce Commission
Page Two
January 7, 1983

Please return one officially stamped counterpart of the Agreement in the enclosed, postage-paid envelope.

Thank you for your attention to this matter.

Truly yours,

PEDERSEN & HOUP for
NORTH AMERICAN CAR CORPORATION

By: 
James J. Clarke II

JJC:no
encl.

Interstate Commerce Commission
Washington, D.C. 20423

1/18/83

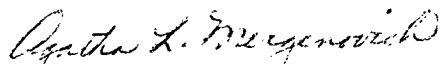
OFFICE OF THE SECRETARY

James J. Clarke II
Pedersen & Houpt
180 North LaSalle Street, Suite 3400
Chicago, Illinois 60601

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/18/83** at **3:15pm**, and assigned re-recording number(s). **13918**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13918
FILED 1428

JAN 18 1983 -3 15 PM
INTERSTATE COMMERCE COMMISSION

SALE AGREEMENT
WITH RETENTION OF SECURITY INTEREST

SALE AGREEMENT dated as of December 30, 1982
between NORTH AMERICAN CAR CORPORATION, a Delaware
corporation (the "Vendor") and E.C.T. INC. (the
"Vendee").

The Vendee wishes to purchase from Vendor certain units
of railroad equipment set forth in Annex B hereto (said
equipment being herein collectively called the "Equipment"
and, individually, a "Unit"), comprising 11 box cars (the
"Box Cars") and 25 covered hopper cars (the "Hopper Cars").

The Vendee is entering into a Lease Agreement (the
"Lease") of even date with WISCONSIN WESTERN RAILROAD
CORP. (the "Lessee").

Vendor is guaranteeing the obligations under the Lease
pursuant to a Guaranty Agreement of even date.

In consideration of the agreements hereinafter set
forth, the parties agree as follows:

ARTICLE 1

PURCHASE AND SALE

Purchase and Sale. Vendee hereby agrees to purchase
the Equipment from Vendor and Vendor hereby agrees to sell
the Equipment to Vendee in accordance with the terms and
conditions hereof.

ARTICLE 2

ACCEPTANCE AND SALE

Vendee has inspected and approved the Equipment and
finds the Equipment to be in acceptable condition, except
for items described in the Work Order, attached hereto as
Annex C. Vendee hereby accepts delivery of the Hopper Cars
in Portsmouth, Virginia, and the Box Cars in Sayre, Penn-
sylvania. Vendor, as agent for Vendee, has made arrangements
for transporting the Equipment to the Ultimate Forwarding
Point described in Annex B. Vendor shall cause the cost of
such transportation and transportation in connection with
the Work Order to be paid without cost to Vendee. Vendor
represents and warrants to Vendee that (i) the Units
are now or after the completion of the work set forth in the

Work Order will be in good operating and physical condition; (ii) the design, quality and component parts of each Unit of the Equipment to be delivered by Vendor under this Agreement shall conform to all United States Department of Transportation, Interstate Commerce Commission and any other applicable regulatory body requirements and specifications and to all standards, if any, recommended or required by the Association of American Railroads reasonably interpreted as being applicable to railroad equipment of the character of such Unit (including 1983 A. A. R. Interchange Rules) and the Box Car Units must meet the recently postponed door-stop requirements; (iii) none of the component parts of the Equipment are used components; (iv) none of the Equipment has been used so as to preclude the original use thereof by the Vendee within the meaning of Sections 48(b)(2) and 167(c)(2) of the Internal Revenue Code of 1954 ("Code"); (v) each Unit is "new section 38 property" within the meaning of the Code when acquired by the Vendee; (vi) the Units have never carried loads or otherwise been used in freight service; (vii) no investment tax credit or depreciation has ever been taken with respect to the Units; (viii) the UMLER value for the Box Car Units is \$42,900.00, as registered originally in 1979; and (ix) the Units have been in no accidents or derailments.

ARTICLE 3

INSPECTIONS AND DELIVERY

3.1 Delivery. Vendor shall not have any obligation to deliver any Unit of Equipment hereunder to the Vendee subsequent to the Vendee's failure to make timely payment as provided herein for any Unit sold to it pursuant hereto.

3.2 Force Majeure. Vendor's obligation as to time of delivery is subject to delays resulting from causes beyond Vendor's reasonable control, including, but not limited to, acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, accidents, fire, flood, explosion, damage to plant, equipment or facilities or delays of carriers or subcontractors.

3.3 Vendor's Responsibilities for Risk of Loss. Vendor shall have no further responsibility for, nor bear any risk of, any damage to or the destruction or loss of

such Unit; provided, however, that Vendor shall not thereby be relieved of any of its warranties set forth herein nor of its obligation to complete the Work Order. Vendee shall bear all of the risks and rewards of ownership of the Equipment.

ARTICLE 4

PURCHASE PRICE, PAYMENT FOR PURCHASED EQUIPMENT AND CONDITIONS OF CLOSING

4.1 Meaning of "Purchase Price". All of the Prices per Unit of the Equipment is set forth in Annex B hereto.

4.2 Settlement Dates. The Equipment shall be delivered to the Ultimate Forwarding Point on or before March 18, 1983.

4.3 Payment of the Purchase Price. Subject to the terms of this Agreement, Vendee promises to pay the Purchase Price as follows, and Vendor shall provide appropriate receipts:

- (a) On the date hereof, the sum of \$50,000.00, the receipt of which is hereby acknowledged;
- (b) On or before January 14, 1983, the sum of \$559,806.25;
- (c) The balance of \$559,806.25 shall be paid on or before March 18, 1983; provided, however, that if the Work Orders are not completed to the reasonable satisfaction of Vendee prior to March 18, 1983, Vendor shall pay to Vendee a penalty of \$25.00 for each day for each Unit upon which the Work Order is not so completed, regardless of Force Majeure.

4.4. Payment Under Work Order. Vendee will pay for work done under the Work Order, in accordance with the terms thereof, within 15 days after Vendee receives an invoice for such work, but in no event earlier than February 15, 1983.

4.5 Currency of Payment. All payments provided for in this Agreement shall be made in such coin or currency of

the United States which, as at the time of payment, shall be legal tender for the payment of public and private debts.

4.6 Documents.

- (a) Upon execution of this Agreement, the Vendor shall deliver to the Vendee an opinion of counsel for Vendor, dated as of the execution of this Agreement, addressed to the Vendee to the effect that:
 - (i) Vendor is a duly organized and existing corporation in good standing under the laws of the State of Delaware and has the power and authority to own its properties and to carry on its business as now conducted;
 - (ii) this Agreement and the Guaranty Agreement each has been duly authorized, executed and delivered by Vendor and, assuming due authorization, execution and delivery by the other parties hereto, each is a legal, valid and binding instrument, enforceable in accordance with its terms. In giving the opinion specified, counsel may qualify its opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and to limitations as to enforceability imposed by the application of principles of equity by a court of competent jurisdiction.
 - (iii) that bills of sale described in subsection (b) below have been duly authorized, executed and delivered by Vendor and are valid and effective to vest in the Vendee the interest of Vendor in such Units.
- (b) Upon execution of this Agreement, Vendor shall deliver to Vendee a bill or bills of sale transferring to the Vendee all right, title and interest of Vendor in and to the Equipment, warranting to the Vendee that, at the time of delivery to the

Vendee by Vendor under this Agreement, Vendor had legal title to the Equipment and good and lawful right to sell the Equipment, and the Equipment was free of all claims, liens, security interests and other encumbrances of any nature, except only the rights of the Vendee and covenants to defend the title to the Equipment against demands of all persons whomsoever (to the extent warranted above) based on claims originating prior to the delivery of the Equipment by Vendor to the Vendee hereunder;

4.7 Drawings. Vendor has furnished or shall furnish to Vendee not later than January 7, 1983 two sets of all construction drawings, full detail specifications for the Units and such other information as would be useful in the repairs and maintenance of the Units as Vendee may reasonably request.

4.8 UMLER Registration. At the time of this sale, Vendor represents and warrants that the Hopper Car Units may be registered in the 1981 Uniform Machine Language Equipment Register (UMLER) at a basic value of \$42,500.00 per car, exclusive of work to be performed under the Work Order.

4.9 Disputes. Any disputes as to whether a Work Order is properly completed shall be decided by an A.A.R. inspector satisfactory to both Vendor and Vendee.

ARTICLE 5

VENDEE'S REPRESENTATIONS AND WARRANTIES

The Vendee represents and warrants:

- (a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.
- (b) It has the power, authority and legal right to carry on its business as now conducted, and is duly authorized and empowered to execute and deliver this Agreement and the Lease, and to fulfill and comply with the terms, conditions and provisions hereof and thereof.

- (c) This Agreement, and the Lease have been duly authorized, executed and delivered by it and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid, legal and binding instruments, enforceable in accordance with their terms.
- (d) No authorization or approval from any governmental or public regulatory body or authority of the United States of America, or of any of the states thereof, or the District of Columbia, is necessary for the execution, delivery and performance by it of this Agreement or the Lease.
- (e) Neither the execution and delivery of this Agreement or the Lease, nor the consummation of the transactions herein and therein contemplated or the fulfillment of, or compliance with, the terms and provisions hereof and thereof, will conflict with, or result in, a breach of any of the terms, conditions or provisions of (i) its charter documents or by-laws (in each case as amended to date), or (ii) any bond, debenture, note, mortgage, indenture, agreement, or other instrument to which it is a party, or by which it or its property may be bound, or constitute (with the giving of notice or the passage of time or both) a default thereunder.
- (f) It is not entering into this Agreement, or any other transaction contemplated hereby, directly or indirectly in connection with any arrangement by it in any way involving any employee benefit plan (other than a governmental plan) with respect to which it in its individual capacity, or, to the best of its knowledge, the Vendee or the Vendor is a party-in-interest, all within the meaning of ERISA.
- (g) The security interest granted to Vendor hereunder is a valid and perfected first lien upon the Units.

ARTICLE 6

LEASE

Lease Subordinate. The parties hereto acknowledge that the Vendee simultaneously is leasing the Equipment to the Lessee pursuant to the Lease. Vendee represents that the rights of the Lessee under the Lease are subordinate to the security interest granted to Vendor hereunder.

ARTICLE 7

PROHIBITION AGAINST LIENS

Vendee To Discharge Liens. The obligations under this Article shall no longer apply with respect to any Unit of Equipment for which Vendor has been paid the entire Purchase Price. The Vendee will pay or discharge any and all sums claimed by any party from, through or under the Vendee or its successors or assigns which, if unpaid, might become a lien, a charge or security interest on or with respect to any Unit of Equipment, and will promptly discharge any such lien, charge or security interest which arises, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner.

ARTICLE 8

WARRANTIES OF VENDOR, PATENT INDEMNITIES

The agreement of the parties relating to Vendor's warranties of material and workmanship and to patent indemnification are set forth in Items 3 and 4 of Annex A hereto.

ARTICLE 9

SECURITY INTEREST IN EQUIPMENT

9.1 Vendor To Retain Security Interest; Accessories Are Part of Equipment. Vendee hereby grants to Vendor and the Vendor hereby retains a security interest in the Equipment until the Vendee shall have made all its payments under this Agreement, including payments of the purchase price and

payment due under the Work Order. Such grant and retention of a security interest is solely to secure performance by the Vendee of its obligations under this agreement. Any and all parts installed on and additions and replacements made to any Unit of the Equipment (i) which are not readily removable without causing material damage to such Unit, (ii) the cost of which is included in the Purchase Price of such Unit or (iii) which are required for the operation or use of such Unit by the Association of American Railroads, the Interstate Commerce Commission, the United States Department of Transportation or any other applicable regulatory body, shall constitute accessions to the Equipment and shall be subject to the security interest created hereby and all the terms and conditions of this Agreement and included in the term "Equipment" as used in this Agreement.

9.2 Obligations Upon Payment of Indebtedness. When and only when the Vendor shall have been paid the full Purchase Price and payment due under the Work Order for a Unit, the security interest of Vendor described in Article 9.1 shall be released without further transfer or action on the part of the Vendor, except that the Vendor, if so requested in writing by the Vendee will, promptly after receiving Vendee's request, (a) execute an instrument provided by Vendee, releasing its security interest in that Unit free of all liens, security interests and other encumbrances created or retained hereby and deliver such instrument to the Vendee at its address referred to in Article 15 hereof, and (b) execute and deliver at the same place, in appropriate form for filing in all necessary public offices, such instrument or instruments in writing as provided by Vendee, as may be necessary or appropriate in order then to make clear upon the public records the title of the Vendee.

9.3 Vendor's Rights. Vendee's failure to meet any of its obligations under this Agreement shall constitute an Event of Default provided however, that except in the case of Vendee's failure to make timely payment of the Purchase Price and of payments due under the Work Order Vendee shall have a period of ten days following written notice from Vendor in which to cure such default and prevent the occurrence of an Event of Default. When an Event of Default has occurred the Vendor shall, without limitation of all other rights and remedies available at law or in equity, have the rights, options, duties and remedies of a secured party, and the Vendee shall have the rights and duties of a debtor, under the Uniform Commercial Code of Illinois (regardless of

whether such Code or law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted).

9.4 Effect of Sale. Any sale, whether under any power of sale or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Vendee in and to the Units sold and shall be a perpetual bar, both at law and in equity, against the Vendee and its successors and assigns, and against any and all persons claiming an interest in the Units sold or any part thereof under, by or through the Vendee and its successors or assigns.

9.5 Return of Units Upon Default. If an Event of Default has occurred and is continuing, the Vendee shall forthwith deliver possession of the Units to the Vendor. For the purpose of delivering possession of any Unit or Units as above required, the Vendee shall, at its own cost, expense and risk:

- (a) forthwith and in the usual manner (including, but not by way of limitation, giving prompt telephonic and written notice to the Association of American Railroads and all railroads to which any Unit or Units have been interchanged or which may have possession thereof to return the Unit or Units) and at the usual speed place such Units upon such storage tracks selected by Vendor;
- (b) pay the reasonable cost of storage of each Unit or such tracks for 30 days or until such Unit has been sooner sold, leased or otherwise disposed of by the Vendor.

The performance of the foregoing covenant is of the essence of this Agreement and upon application to any court having jurisdiction in the premises, the Vendor shall be entitled to a decree against the Vendee requiring the specific performance thereof. During the storage period, the Vendee will, at its own cost and expense, maintain and keep the Units in good order and repair and will permit the Vendor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Unit, to inspect the same.

ARTICLE 10

ASSIGNMENTS

10.1 Assignment by Vendee. Prior to payment in full of the Purchase Price for the respective Unit of Equipment as provided hereunder, the Vendee will not transfer the right to possession of any Unit of the Equipment (except to the Lessee pursuant to the Lease) or sell, assign, transfer or otherwise dispose of its rights under this Agreement.

10.2 Assignment by Vendor. All or any of the rights, benefits and advantages of the Vendor under this Agreement may be assigned by the Vendor and reassigned by any assignee at any time or from time to time, but the foregoing shall not be deemed to permit the transfer of Vendor's obligation under any warranty, or patent indemnification, nor the substitution of other railroad cars for any Unit.

10.3 Notice of Assignment by Vendor. Upon any such assignment by the Vendor, either the assignor or the assignee under such assignment shall give written notice to the Vendee, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee thereunder, and such assignee shall, by virtue of such assignment, acquire all the right, title and interest in and to the Equipment and this Agreement of the assignor thereunder, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Vendee of the notification of any such assignment, all payments thereafter to be made by the Vendee under this Agreement shall, to the extent so assigned, be made only to the assignee thereunder in such manner as it may direct.

ARTICLE 11

EXPENSES

The party defaulting hereunder will pay all reasonable fees, costs and expenses, including attorneys' fees, incurred by any other party in enforcing this Agreement. In the event that any party shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, such party may recover reasonable expenses, including reasonable attorneys' fees, and the amount thereof shall be included in such judgment.

ARTICLE 12

CONFLICT WITH STATE LAWS

Any provision of this Agreement prohibited by any applicable law of any jurisdiction shall as to such jurisdiction be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by law.

ARTICLE 13

13.1 Binding Agreement. The Vendor represents and warrants:

- (a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.
- (b) It has the power, authority and legal right to carry on its business as now conducted, and is duly authorized and empowered to execute and deliver this Agreement and the Guaranty, and to fulfill and comply with the terms, conditions and provisions hereof and thereof.
- (c) This Agreement, and the Guaranty have been duly authorized, executed and delivered by it and, assuming due authorization, execution and delivery thereof, by the other parties thereto, constitute valid, legal and binding instruments, enforceable in accordance with their terms.
- (d) No authorization or approval from any governmental or public regulatory body or authority of the United States of America, or of any of the states thereof or the District of Columbia, is necessary for the execution, delivery and performance by it of this Agreement, or the Guaranty.
- (e) Neither the execution and delivery of this Agreement, or the Guaranty, nor the consummation of the transactions herein and therein contemplated or the fulfillment of, or compliance with, the terms and provisions hereof and thereof will

conflict with, or result in a breach of, any of the terms, conditions or provisions of (i) its charter documents or by-laws (in each case as amended to date), or (ii) any bond, debenture, note, mortgage, indenture, agreement or other instrument to which it is a party or by which it or its property may be bound, or constitute (with the giving of notice of the passage of time or both) a default thereunder.

- (f) It is not entering into this Agreement, or any other transaction contemplated hereby, directly or indirectly in connection with any arrangement by it in any way involving any employee benefit plan (other than a governmental plan) with respect to which it in its individual capacity, or, to the best of its knowledge, the Vendee or the Vendor is a party-in-interest, all within the meaning of ERISA.

(g) There will be no sales tax, use tax or similar tax due upon delivery of the Equipment as provided herein, provided, however, if any such tax is due, it shall be the sole responsibility of Vendor to pay such amount out of the purchase price.

13.2 Good Title. Vendor represents and warrants to the Vendee that, at the time of delivery and acceptance of each Unit of the Equipment under this Agreement, Vendor has transferred to Vendee and Vendee has received from Vendor good and marketable title to such Unit, free and clear of all claims, liens, security interests and other encumbrances of any nature, except only the rights of the Vendee under this Agreement and of the Lessee of the Lease, by a Bill of Sale incorporating the warranties set forth in Item 3 of Annex A hereto. Vendor agrees to provide Vendee with a title report from Oster Researching Services showing title to be as required in this section 13.2. Vendor shall promptly discharge any defect in title shown in such report. Vendee, after giving Vendor notice of such defect, shall have the right to pay any amount necessary to discharge such defect and offset such amount against amounts due hereunder, but shall give all reasonable cooperation to permit Vendor the first opportunity to discharge such defect consistent with the dates the Purchase Price is due.

ARTICLE 14

MARKINGS

Vendor shall mark the Units in accordance with reasonable instructions and details given to Vendor by Vendee and Lessee and shall also, unless otherwise instructed by Vendee, place ownership markings on the Units as follows:

E.C.T. Inc., a Florida corporation, Owner and Lessor

ARTICLE 15

HEADINGS; EFFECT AND MODIFICATION OF AGREEMENT

15.1 Headings for Convenience Only. All Article and Section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

15.2 Effect and Modification of Agreement. This Agreement, including the Annexes hereto, exclusively and completely states the rights of the Vendor and the Vendee with respect to the subject matter hereof and supersedes all other agreements, oral or written, with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Vendor and the Vendee.

ARTICLE 16

NOTICES

Any notice hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to it by first class mail, postage prepaid, at its chief place of business at the following specified addresses:

- (a) To the Vendor at the address specified in Item 1 of Annex A hereto.
- (b) To the Vendee to P.O. Box 15160, Plantation, Florida 33325.
- (c) To any assignee of the Vendor at such address as may have been furnished in writing to the other parties hereto by such assignee.

- (d) Or at such other address as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 17

GOVERNING LAW

The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois.

ARTICLE 18

EXECUTION

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute but a single instrument. Although this Agreement is dated for convenience as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

ARTICLE 19

MOVING OF EQUIPMENT

Vendor understands that Vendee will not have insurance on the Equipment until the close of business on January 3, 1983 and agrees not to move the Equipment until that time.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

NORTH AMERICAN CAR CORPORATION

(S E A L)

By James F. Compton
Vice President

ATTEST:

Assistant Secretary

E.C.T. INC.

(S E A L)

By [Signature]

ATTEST:

Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, James J. Clarke II, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. F. Compton, Vice President of NORTH AMERICAN CAR CORPORATION, and James M. Gillespie, Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice President and Assistant Secretary, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth; and that said Assistant Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of December, 1982.



Notary Public

My Commission Expires:

December 6, 1986

STATE OF Washington)
COUNTY OF District of Columbia) SS

I, J.M. Beason, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Claude Bigot, vice-President of E.C.T. INC. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such vice-president respectively appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of December, 1982.

J.M. Beason
Notary Public

My Commission Expires:

My Commission Expires September 15, 1987

ANNEX A TO
SALE AGREEMENT

Item 1: North American Car Corporation, 222 South Riverside Plaza, Chicago, Illinois 60606, Attention of Vice President Remarketing Services Division.

Item 2: The Equipment shall be settled for in Groups of units of Equipment not more than weekly.

Item 3: (a) Vendor warrants to Vendee that the Equipment has been built in accordance with the requirements, specifications and standards set forth and referred to in Article 2 of this Agreement and warrants that the Equipment will be free from defects in material and workmanship under normal use and service. Vendor's obligation under this Item 3 is limited to making good at a location designated by it any part or parts of any unit of such Equipment that shall be returned to a location designated by Vendor with transportation charges prepaid within one year after the delivery of such unit to the Vendee provided, however, that if Vendee gives Vendor written notice on an alleged defect within one year from the date hereof and promptly delivers such Unit to a location designated by Vendor with transportation charges prepaid, then the foregoing warranty shall be applicable in accordance with its terms. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. VENDOR NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE EQUIPMENT, EXCEPT AS AFORESAID. IT IS FURTHER UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL VENDOR BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Vendor further agrees with the Vendee that neither inspection nor any examination nor the acceptance of any units of the Equipment as provided in the Agreement shall be deemed a waiver or a modification by the Vendee of any of its respective rights under this Item 3.

Item 4: Vendor agrees to indemnify, protect and hold harmless the Vendee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in

any manner imposed upon or accruing against the Vendee, or the assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. Vendor hereby assigns to the Vendee every claim, right and cause of action (to the extent legally possible without impairing such claim, right and cause of action) which Vendor has or hereafter shall have against the seller or sellers of any designs, systems, processes, formulae, combinations, articles or materials specified by the Vendee and purchased or otherwise acquired by Vendor for use in or about the construction or operation of any of the Equipment, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right. Vendor further agrees to execute and deliver to the Vendee all and every such further assurance as may be reasonably requested more fully to effectuate the assignment and delivery of every such claim, right and cause of action. Each party shall give notice to the other of any claim which may give rise to liability hereunder. Such covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under this Agreement, the satisfaction and discharge of this Agreement or the termination of this Agreement in any manner.

ANNEX B TO THE SALE AGREEMENT

EQUIPMENT DESCRIPTION LIST

| <u>TYPE</u> | <u>QUANTITY</u> | <u>MANUFACTURER</u> | <u>ROAD NUMBERS</u> | <u>PURCHASE PRICE</u> |
|--|-----------------|---------------------------|---|--|
| Box Car - 50' 6", 70 Ton General Purpose Rigid Underframe with 10' Sliding Door | 11 | Pullman Standard | WIWR 10051- 10061, both inclusive | \$9,737.50 per Unit Aggregate \$107,112.50 |
| Covered Hopper Cars - 100 Ton 4,750 Cu.Ft. Continuous trough Hatch Gravity Unloaded | 25 | Railway Services Corp. | WIWR 6001- 6025, both inclusive | \$42,500.00 per Unit Aggregate \$1,062,500.00 |

The Ultimate Forwarding Point is Madison, Wisconsin.

ANNEX C

NORTH AMERICAN CAR CORPORATION

33 WEST MONROE
CHICAGO, ILLINOIS 60603

6467B 12.29.82

WORK ORDER

WIWR 6001-6025 (HOPPER CARS)

The following work is required:

1. Brush Blast (as needed) and touch-up isolated exterior surfaces, such as welds, grab irons, end-sills, end posts, side-sills, side-stakes, local areas of side/roof/slope sheets, and any other local area, where inadequate film thickness developed during original paint application has resulted in rusting.
2. Provide drain holes in hinge mounting brackets for hatch covers and hold-downs at 15 locations/car.
3. Remove rust scale from the interior surfaces of side-stakes and apply a corrosion resistant coating.
4. Apply flanged round inserts (3/16") at square ends of trough to relieve stress concentration at corners.
5. Adjust hatch cover hold-downs, as necessary, to provide required seal.
6. Remove center sill tie-plates, as necessary to relieve stress concentration at sill-toe, grind sill flanges, and apply replacement tie-plates using standard welding technique.
7. Sandblast the body bolster top cover plate to center sill welds and exposed interface at weld terminations, apply caulking and touch up paint.
8. Blast interior and apply double cover polyclutch lining.
9. Work, if any, necessary or appropriate so that the anti-sway devices conform to the requirements of AAR and other applicable standards.

WIWR 10051-10061 (BOX CARS)

The following work is required:

1. Work disclosed by joint inspection of vendor and vendee as is necessary or appropriate to cause the cars to conform to the requirements of the Agreement, including warranty.

Cost to E.C.T. INC. \$2,500.00 per unit for Hopper cars aggregate \$62,500.00. There will be no charge for work performed on the box cars. Box car work will be done at NAC facility in Sayre, Pennsylvania during January, 1983. Hopper car work will be done in a Midwest repair facility at the earliest reasonable opportunity.